

AG Contract No. KR96-1783-TRN
ADOT ECS File No. JPA 96-112
Project: RAM-600-2-522/H4047 01C
Section: SR-51, Thunderbird - Bell Road
Nisbet Road & Paradise Ln. Ped. Bridges
Phoenix File No.: 80321

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX**

THIS AGREEMENT is entered into 18 November, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter 2, Section 2, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project to SR-51 from Thunderbird Road to Bell Road contemplated by the State, the City has requested the State design and construct artistic embellishments to the Nisbet Road and Paradise Lane pedestrian overpasses at an estimated cost of \$58,663.00 for design and \$300,151.00 for construction and 14% construction engineering and administration, all at City expense, (hereinafter referred to as the "Project"). The estimated design, construction and 14% construction engineering and administration costs of the Project are detailed on Exhibit A, which is attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22043
Filed with the Secretary of State
Date Filed: 11/18/97
Betsy Bayless
Secretary of State

By: Vicky Greenwald

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for the bidding and construction of the Project. Coordinate with the City's artist and incorporate City design review comments.

b. Call for bids, and with the written concurrence of the City, award one or more contracts to accomplish the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the Project on behalf of the parties hereto as complete, and provide structural maintenance to the substructure and superstructure of both pedestrian bridges, excluding all non-standard State items constructed at City's request as part of the project..

d. Upon execution of this agreement, invoice the City for the estimated cost of the Project, in the amount of \$358,814.00.

e. Upon completion of the design and construction of the Project, invoice or reimburse the City any difference between the amount paid by the City and the actual costs for design, construction and 14% construction engineering and administration costs. Include a detailed recapitulation of costs with the invoice (items on Exhibit A only or additional change orders approved by the City).

2. The City will:

a. Review the design documents and provide comments. Provide the State or it's consultant(s) appropriate artistic input.

b. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

c. Reimburse the State within 30 days after receipt of invoices for the actual cost of design, construction and 14% construction engineering and administration of the Project, in a total amount estimated at \$358,814.00 for design and construction,.

d. Upon completion and acceptance of the Project by the State, provide maintenance to Project, including but not limited to (1) maintain non-standard State items constructed as part of the project, (2) maintenance, repair and graffiti control to the pedestrian cage and railing, approach ramp railing and fencing, (3) maintenance of all lighting associated with the bridges and approach ramps, (4) furnish electrical energy to operate the lighting, (5) furnish litter control and graffiti removal in areas and surfaces outside the control-of-access, and (6) maintenance of all surfaces treated with a special, non-standard color paint or rustification, specifically, wall E3 and bridge piers at the Paradise Lane Pedestrian Bridge.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Director
200 W. Washington - 5th floor
Phoenix, AZ 85003-1611

Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

By 
JAMES H. MATTESON, Director
Street Transportation Department


STATE OF ARIZONA
Department of Transportation

By 
VICTOR M. MENDEZ
Deputy State Engineer

ATTEST

By 
VICKY MIEL
City Clerk


96-112.doc
8sep97


CITY CLERK DEPT.
1997 OCT 22 AM 10:09

RESOLUTION

BE IT RESOLVED on this 13th day of August 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for the design, construction and maintenance of artistic enhancements on the SR-51 pedestrian overpasses at Nisbet Road and Paradise Lane.

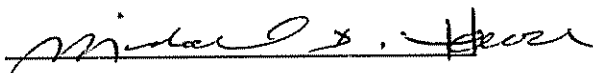
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12th day of September, 1997.



Acting City Attorney



DERIVATION OF COST PROPOSAL - SUMMARY

(Figures Rounded to nearest \$1.00)

I.) Nisbet Road Pedestrian O.P. Artistic Enhancements

Estimated Direct Labor

Classification	Estimated Personhours	Average Hourly Rate	Labor Costs
Project Principal	0		\$0
Project Manager	0		\$0
Project Engineer	0		\$0
Engineer/Designer	0		\$0
Technician/Drafter	0		\$0
Secretary/Clerical	0		\$0
Total	0		\$0

Total Estimated Labor	\$0	EC-10
Overhead Provisional / Maximum @ 150% of (Est. Labor)	\$0	EC-20
Total Estimated Labor and Overhead	\$0	

Estimated Direct Expenses

Reproduction	\$100	
CADD	\$0	
Mail & Delivery	\$0	
Mileage	\$0	
Supplies	\$0	
Total Estimated Expense	\$100	EC-30

Estimated Outside Services and Consultants

AGRA Earth & Environmental	\$0	
AZTEC Engineering	\$0	
HLA Infrastructure	\$0	
SVR, Inc.	\$19,638	
Bolduc Smiley & Associates	\$5,107	
Total Estimated Outside Services	\$24,745	EC-40
Total Estimated Cost to Consultant	\$24,845	
Net Fee (Direct Labor+OH x 12%)	\$0	EC-50
TOTAL ESTIMATED COST	\$24,845	

SR 51 - SQUAW PEAK HIGHWAY

Thunderbird Road to Bell Road

Contract No. 95-50

051 MA 01; H 4047 01D

RAM 600-2-322

CITY OF PHOENIX ENHANCEMENTS

I.) NISBET ROAD PEDESTRIAN OP ARTISTIC ENHANCEMENTS

1. Artistic Enhancements

SVR/Bolduc, Smiley & Associates

Sheet Title	No. Sheets	Hrs/ Sheet	Proj Princ.	Proj. Manager	Proj. Engineer	Eng./ Designer	Tech./ Drafter	Sec./ Clerical	Total Hours
Railing Details	2	23		8	12	14	12		46
Misc. Details	1	30		4	6	8	12		30
Lighting Sheet (BSA)	2	32		8	16	20	20		64
General	1	26		2	6	8	10		26
Specifications					6				6
Coordination				58				10	68
Quantities					8	10			18
Shop Drawing Review					40				40
TOTAL (BSA)	2		0	8	16	20	20	0	64
TOTAL (SRV)	3		0	72	78	40	34	10	234
TOTAL	6		0	80	94	60	54	10	298

Project No. RAM 600-2-522		051 MA 011 H 4047 01 C		ESTIMATE FOR CITY OF PHOENIX ENHANCEMENTS		Date: Revised:					
Item No.	Item Description	Unit	Quantity	Price	Amount	Bid Price	Amount				
1.) NISBET ROAD PED OP ARTISTIC ENHANCEMENTS											
	1) Artistic Enhancements										
	Railing Cage	LF	292	\$299.00	\$87,308	\$650	\$189,800				
	Concrete for the Flared Piers 4000 psi	CY	7	\$225.00	\$1,575	\$350	\$2,450				
	Concrete for the Flared Piers 5000 psi	CY	2	\$275.00	\$550	\$350	\$700				
	Lighting - Type U (65 Ft) Foundations	Each	2	\$4,000.00	\$8,000	\$900	\$1,800				
	Lighting - Type U (65 Ft.) Pole	Each	2	\$4,000.00	\$8,000	\$2,600	\$5,200				
	Lighting - Liminaire (1000 Watt)	Each	4	\$800.00	\$3,200	\$1,800	\$7,200				
	Subtotal				\$108,633		\$207,150				
Incidental Items											
	Deducts										
	Standard ADOT Cage	LF	-292	\$130.00	(\$37,960)						
	Standard ADOT Lighting	Each	-12	500	(\$6,000)						
	Subtotal				\$64,673		\$163,190				
	14% E&C				\$9,054		\$22,847				
	Total for Item 1				\$73,727		\$186,037				

DERIVATION OF COST PROPOSAL - SUMMARY

(Figures Rounded to nearest \$1 00)

I.) Paradise Lane Pedestrian O.P. Artistic Enhancements

Estimated Direct Labor

Classification	Estimated Personhours	Average Hourly Rate	Labor Costs
Project Principal	0	\$37.84	\$0
Project Manager	47	\$38.28	\$1,799
Project Engineer	168	\$27.09	\$4,551
Engineer/Designer	158	\$21.83	\$3,449
Technician/Drafter	60	\$17.59	\$1,055
Secretary/Clerical	12	\$14.66	\$176
Total	445		\$11,031

Total Estimated Labor	<u>\$11,031</u>	EC-10
Overhead Provisional / Maximum @ 150% of (Est Labor)	<u>\$16,546</u>	EC-20

Total Estimated Labor and Overhead \$27,577

Estimated Direct Expenses

Reproduction	\$100
CADD	\$400
Mail & Delivery	\$0
Mileage	\$0
Supplies	\$0

Total Estimated Expense \$500 EC-30

Estimated Outside Services and Consultants

AGRA Earth & Environmental	\$0
AZTEC Engineering	\$0
HLA Infrastructure	\$0
SVR, Inc.	\$0
Bolduc Smiley & Associates	\$2,432

Total Estimated Outside Services	<u>\$2,432</u>	EC-40
Total Estimated Cost to Consultant	<u>\$30,509</u>	
Net Fee (Direct Labor+OH x 12%)	<u>\$3,309</u>	EC-50
TOTAL ESTIMATED COST	<u>\$33,818</u>	

SR 51 - SQUAW PEAK HIGHWAY

Thunderbird Road to Bell Road

Contract No. 95-50

051 MA 011 H 4047 01D

RAM 600-2-322

CITY OF PHOENIX ENHANCEMENTS

II.) PARADISE LANE PEDESTRIAN OP ARTISTIC ENHANCEMENTS

1. Artistic Enhancements

HDR/Bolduc, Smiley & Associates

Sheet Title	No. Sheets	Hrs/ Sheet	Proj Princ.	Proj. Manager	Proj. Engineer	Eng./ Designer	Tech./ Drafter	Sec./ Clerical	Total Hours
Pedestrian Cage Details	1	100		5	35	35	25		100
Misc. Details	1	80		5	25	25	25		80
Lighting Sheet (BSA)	2	16		4	8	12	14		38
General									
Specifications				2	8	8		2	20
Coordination				25	80	70		10	185
Shop Dwg Review / PDS				10	20	20	10		60
									0
TOTAL (BSA)	2		0	4	8	12	14	0	38
TOTAL (HDR)	2		0	47	168	158	60	12	445
TOTAL	4		0	51	176	170	74	12	483

A-5

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award ☐ License Application ☐ Other ☐
Ordinance ☐ Resolution ☒ Emergency Clause? ☒ (Y/N)

SUBJECT DISTRICT NOS. 2 AND 3 - AGREEMENT BETWEEN ADOT AND THE CITY OF
PHOENIX FOR ARTWORK ON THE PEDESTRIAN BRIDGES ON THE SQUAW PEAK
HIGHWAY BETWEEN THUNDERBIRD ROAD AND BELL ROAD
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: Daniel P. Matthews Phone: 2-4057 WP Doc: iga9708.rca
Backup being sent under separate cover? (Y/N) ☐

RECOMMENDED BY Department Name: Street Transportation
Date Prepared: 08/13/97 Div. Approval: J. Donald Herp, P.E.
Req. Agenda Date: 08/27/97 Dept Approval: Thomas E. Callow/Acting
If prepared for a different department:
Dept. Name/Approval: _____

BID AWARD/ FORMAL ACTION Bid Bond Required? ☐ Performance Bond Required? ☐
Submitted By Low Bidder? ☐ Amount? \$ _____
Contract Required? ☐ Requisition No. _____
Contract Amendment? ☐ Current Contract No: _____
Approved by: Ord. _____ FA _____ on Date: _____

BUDGET INFORMATION \$ 398,814.00 To Be Encumbered? ☒ (Y/N)
Fiscal Year? _____
Source of Funds: Arizona Highway User Revenue Fund
Index Code (s): P-961995 (Nisbet Rd) P-961987 (Paradise Ln)
Subobject(s): 4620
Availability of Funds Approval: Cecile Pettie

CITY MANAGER'S OFFICE

Approved by: George Britton 8/18/97 C.M Control Number 89

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-1213/2766 RCA Number: 21284
Ordinance Number: _____ Resolution Number: 18962
AGENDA ACTION This item was: Adopted
Contract Number (if applicable): 80321
Comments: _____

COUNCIL SUPPORT Agenda Date: 8/27/97 ITEM NUMBER: 114

DISTRICT NOS. 2 AND 3 - AGREEMENT
BETWEEN ADOT AND THE CITY OF
PHOENIX FOR ARTWORK ON THE
PEDESTRIAN BRIDGES ON THE SQUAW
PEAK HIGHWAY BETWEEN THUNDERBIRD
ROAD AND BELL ROAD

Request to authorize the City Manager to enter into an agreement with the State of Arizona through the Arizona Department of Transportation (ADOT) for artistic embellishments to the Nisbet Road and Paradise Lane pedestrian bridges over the Squaw Peak Highway between Thunderbird Road and Bell Road.

The City of Phoenix has requested that the State of Arizona design and construct artistic embellishments to the Nisbet Road and Paradise Lane pedestrian bridges over the Squaw Peak Highway. The estimated cost of these improvements is \$398,814 and includes design, construction and 14 percent construction engineering and administration costs.

The State will design, bid, and construct this work and will invoice the City upon execution of this agreement for \$398,814.

The City will reimburse the State within 30 days after receipt of invoices for the actual cost of design, construction, and 14 percent construction engineering and administration.

The Cost breakout is as follows:

Nisbet Road (P-961995)	= \$210,882
Paradise Lane (P-961987)	= <u>187,932</u>
TOTAL	= <u>\$398,814</u>

PUBLIC NOTIFICATION

Several meetings were held with the public to discuss the proposed artistic embellishments to these pedestrian bridges. The Paradise Valley Village Planning Committee and the Phoenix Arts Commission were also involved in these proposed visual enhancements.

JHM:JDH:DPM:ah:R:\AGENDA\RCAS\0827RCAS\0827CM89.W61

Street

RESOLUTION NO. 18962

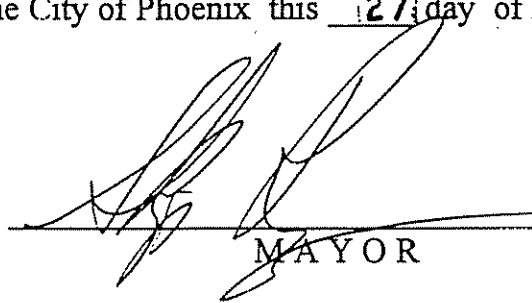
A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE STATE
OF ARIZONA FOR ARTWORK ON PEDESTRIAN
BRIDGES OVER THE SQUAW PEAK PARKWAY
BETWEEN THUNDERBIRD ROAD AND BELL ROAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as
follows:

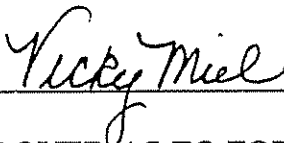
SECTION 1. That the City Manager be, and is hereby authorized, to enter
into an agreement with the State of Arizona providing for the design and construction of
artwork on pedestrian bridges over the Squaw Peak Parkway between Thunderbird Road
and Bell Road. The City will participate in the project by providing THREE HUNDRED
NINETY-EIGHT THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS
(\$398,814.00) toward the cost of the project. The State will design, bid and construct the
work.

PASSED by the Council of the City of Phoenix this 27 day of August,

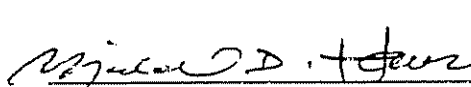
1997.


MAYOR

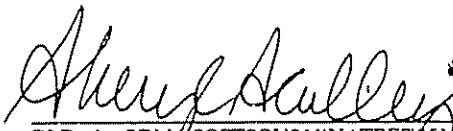
ATTEST:


City Clerk

APPROVED AS TO FORM:

 **ACTING**
City Attorney

REVIEWED BY:

 **ASSISTANT**
City Manager
DLB:mr::ODMA\SOFTSOL311\WATRES\251510
DLB

1997 AUG 29 PM 2:15
2017 08/29/97



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-1783TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 10, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/8764

Enc.